

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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JINXU CHEN,

Plaintiff,

Case No. 19-cv-06115 (PGG)

v.

PRETRIAL ORDER

L & H WINE & LIQUOR, INC
d/b/a L & H Wine and Liquor,
LONGHUA LIN
a/k/a Long Hua Lin, and
JIANHAO REN
a/k/a Jian Hao Ren,

Defendants.
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I. Caption

See above.

II. Trial Counsel

Plaintiff's

Aaron B. Schweitzer
TROY LAW, PLLC
41-25 Kissena Boulevard
Suite 103
Flushing, NY 11355
(718) 762-1324

Defendants'

Jin Huang
LAW OFFICES OF JIN HUANG
36-09 Main Street

Flushing, NY 11354
(718) 321-2555

III. Subject Matter Jurisdiction

Plaintiff's Statement

This court has subject-matter jurisdiction over Plaintiff's claims arising under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, pursuant to 28 U.S.C. § 1331, because these claims arise under the laws of the United States.

This court has supplemental jurisdiction over Plaintiff's claims arising under the New York Labor Law ("NYLL") pursuant to 28 U.S.C. § 1367(a), because these claims are so related to Plaintiff's claims arising under the FLSA respectively that they form part of the same case or controversy under Article III of the United States Constitution.

Defendants' Statement

Defendants concur with the Plaintiff's jurisdiction statement and consent to the jurisdiction of the court. Claims and Defenses

IV. Claims and Defenses Remaining to Be Tried

Plaintiff's Claims Remaining to Be Tried

1. Whether Defendants violated the NYLL by failing to pay Plaintiff all his wages timely; N.Y. Lab. L. § 191.1(a);
2. Whether Defendants violated the FLSA by failing to pay Plaintiff at a rate equal to or in excess of the minimum wage; 29 U.S.C. § 206;
3. Whether Defendants violated the NYLL by failing to pay Plaintiff at a rate equal to or in excess of the minimum wage; N.Y. Lab. L. §§ 652(1), 652(4), 663(1); 12 N.Y.C.R.R. § 142-2.1;
4. Whether Defendants violated the FLSA by failing to pay Plaintiff overtime for hours worked in excess of forty each week at a rate equal to one and one-half times his regular rate or the minimum wage, whichever was higher; 29 U.S.C. § 207(a);
5. Whether Defendants violated the NYLL by failing to pay Plaintiff overtime for hours worked in excess of forty each week at a rate equal to one and one-half times his regular rate or the minimum wage, whichever was higher; N.Y. Lab. L. § 663(1); 12 N.Y.C.R.R. § 142-2.2;
6. Whether Defendants violated the NYLL by failing to pay Plaintiff one additional hour's pay at the basic minimum hourly rate each day when his spread of time exceeded ten hours; 12 N.Y.C.R.R. § 142-2.4;
7. Whether Defendants violated the NYLL by failing to provide Plaintiff with a notice containing his rate of pay and the basis thereof, allowances claimed as part of the minimum wage, regular pay day, employer's names and "doing business as" names, employer's physical and mailing addresses, and employer's telephone numbers, in English and in Chinese, at the time Plaintiff was hired; N.Y. Lab. L. §§ 195(1), 198(1-b); and
8. Whether Defendants violated the NYLL by failing to provide Plaintiff with a statement with each payment of wages listing his pay periods, name, employer's name, employer's address and telephone number, rate of pay and basis thereof, allowances claimed as part of the minimum wage, and net wages; N.Y. Lab. L. §§ 195(3), 198(1-d).

Defendants' Defenses to Plaintiff's Claims Remaining to Be Tried

1. Defendants L& H Wine & Liquor and Longhua Lin had some knowledge of the minimum wage and overtime requirements under the FLSA and NYLL. He calculated Defendant's wage by multiplying the minimum wage by 40 hours plus the overtime pay (multiplying the overtime hours by 1.5 times the minimum wage. L& H Wine & Liquor and Longhua Lin had in fact met the minimum wage and overtime wage requirements under the FLSA and NYLL.

2. Defendant Jinhao Ren was not a corporate officer/shareholder/supervisor of L&H Wine. He was simply another employee hired by Longhua Lin. His primary duties did not include managing the business, overseeing two or more employees, or having the authority to hire and fire employees, or set work schedules and pay rate for employees. The case against him should be dismissed.
3. Whether Defendants had in fact met the minimum wage requirements under the FLSA; 29 U.S.C. § 206;
4. Whether Defendant had in fact complied with the minimum requirements under the NYLL §§ 652(1), 652(4), 663(1); 12 N.Y.C.R.R. § 142-2.1;
5. Whether Defendants had in fact paid Plaintiff for the hours he worked in excess of forty each week at a rate equal to one and one-half times his minimum wage under the FLSA; 29 U.S.C. § 207(a);
6. Whether Defendants had in fact paid Plaintiff for the hours he worked in excess of forty each week at a rate equal to one and one-half times his minimum wage under the NYLL; 29 U.S.C. § 207(a);
7. Whether Defendant Jinhao Ren is a corporate officer or supervisor of L&H Wine, therefore is personally liable under the FLSA.

Plaintiff's Claims no Longer Remaining to Be Tried

1. Whether Defendants violated the NYLL by failing to keep and maintain records; 12 N.Y.C.R.R. § 142-2.6 (this is not an independent cause of action, but can be evidence of bad faith on the part of Defendants);

V. Calculation of Damages

See attached.

VI. Fact Finder and Trial Length

Plaintiff's Statement

This case is to be tried to the Court. Plaintiff estimates that, trial of this matter should take no more than two days, and likely not more than one day.

Defendants' Statement

This is a bench trial. Defendants estimate the trial will take no more than two days, and likely not more than one day.

VII. Presiding Judge

Not all parties have consented to trial of this case by magistrate judge.

VIII. Stipulations

1. L & H Wine and Liquor Inc had \$706,000.00 in gross annual revenue in 2018 (Rog. Resps. ¶ 12);
2. L & H Wine and Liquor Inc was an enterprise engaged in commerce covered by the FLSA during the period relevant to this lawsuit (Lin Dep. 31:1559–1568);
3. L & H Wine and Liquor Inc operated a liquor store located at 2557 Third Avenue, Bronx, NY 10451 during the period relevant to this lawsuit (Rog. Resps. ¶ 3);
4. Throughout the period relevant to this lawsuit, L & H Wine and Liquor Inc had fewer than 11 employees and was a “small employer” within the meaning of New York Labor Law;
5. Longhua Lin was the sole shareholder and President of L & H Wine and Liquor Inc during the period relevant to this lawsuit (Lin Dep. 5:199–6:219; Rog. Resps. ¶¶ 2, 3);
6. Longhua Lin had the power to hire and fire employees of L & H Wine & Liquor Inc during the period relevant to this lawsuit (Lin Dep. 7:265–302; 20:986–988; Rog. Resps. ¶ 2);
7. Longhua Lin hired Jinxu Chen and Jianhao Ren (Lin Dep. 7:271–302);
8. Longhua Lin determined employees’ work schedules and salaries, and was responsible for keeping employee records during the period relevant to this lawsuit (Rog. Resps. ¶¶ 2, 7);
9. Longhua Lin’s accountant informed him every year about New York’s minimum wage (Lin Dep. 14:655–658);
10. Longhua Lin was aware during the period relevant to this lawsuit about the requirements of the federal and New York laws to pay overtime (Lin Dep. 12:536–15:739);
11. Jinxu Chen’s compensation at his time of hire included a base monthly salary of \$2,800.00, plus lodging valued at \$1,800.00 per month (Lin Dep. 10:426–465);
12. Jinxu Chen was never provided a written wage notice (Lin Dep. 15:736–738);
13. Longhua Lin is Jianhao Ren’s mother’s sister’s husband (Ren Dep. 10:386–399)

IX. Witnesses

Plaintiff’s

1. Jinxu Chen (in person)

Additionally, Plaintiffs reserves the right to call Long Hua Lin and Jian Hao Ren.

Defendants'

1. Long Hua Lin (in person)
2. Jianhao Ren (in person)
3. Jinxu Chen (in person)

X. Deposition Designations

Plaintiff's

1. Lin Dep. 14:639–15:724;
2. Lin Dep. 17:822–18:874;
3. Lin Dep. 24:1220–26:1311;
4. Lin Dep. 30:1509–1521.

Additionally, Plaintiff reserves the right to use the transcript of the depositions of Long Hua Lin and Jian Hao Ren for impeachment purposes.

Defendants'

1. Lin Dep. 6:201–219; 7:254; 7:282–302; 8:334–361; 9:398–10:465; 12:529–577; 13:598–618; 13:630–14:669;
2. Ren Dep. 14:620–15:648, 15:681–682; 16:729–735; 16:746–17:767; 18:847–20:932

XI. Exhibits

Plaintiff's

1. D000001–D000003 (L & H Wine and Liquor Inc formation documents);
2. D000004 (December 2018 calendar);
3. D000005–D000033 (handwritten time and pay records for Jinxu Chen and Jianhao Ren);
4. A summary/demonstrative spreadsheet organizing all the information from Exhibits 2 and 3, and deriving the values that would have been on the paystubs corresponding to the pay periods covering period between December 02, 2018 and November 02, 2019;
5. Plf's DP000001–Plf's DP000002 (work authorization);
6. Plf's DP000003–Plf's DP000007 (text messages);

7. Defendants' Interrogatory Responses;
8. Plf's DP000018–Plf's DP000018 (photocopies of New York New Day Church handbills in Plaintiff's possession from: December 23, 2018; February 17 and 24, 2019; and March 3 and 31, 2019—listing congregants who made offerings the previous weeks (*i.e.*, December 16, 2018; February 10, 17, and 24, 2019; and March 24, 2019 respectively));
9. Plf's DP000028–Plf's DP000051 (copies of digital photographs of New York New Day Church's bound handbills, the bound handbills being in the church's possession, photographs taken by Plaintiff, from: December 30, 2018; January 6, 20, and 27, 2019; February 3, 10, 17, and 24, 2019; March 3, 10, 17, 24, and 31, 2019; April 7 and 28, 2019; May 5, 12, 19, and 26, 2019; and June 2, 9, 16, 23, and 30, 2019—listing congregants who made offerings the previous weeks (*i.e.*, December 23 and 30, 2018; January 13, 20, and 27, 2019; February 3, 10, 17, and 24, 2019; March 3, 10, 17, 24, and 31; April 21 and 28; May 5, 12, 19, and 26; and June 2, 9, 16, and 23, 2019 respectively));
10. A summary/demonstrative spreadsheet organizing the information from Exhibits 8 and 9.

Defendants'

- A. Excerpted copy of Long Hua Lin's deposition transcript;
- B. Excerpted copy of Jianhao Ren's deposition transcript;
- C. Copy of Long Hua Lin's passport showing entry into China on January 27, 2019 and exit from China on February 4, 2019;
- D. WeChat messages between Long Hua Lin and Jinxu Chen.

Defendants reserve the right to use Plaintiff's Response to Defendants' First Set of Interrogatories and Defendants' Request for Document Production for impeachment purposes.

Dated: Flushing, NY
June 13, 2022

Dated: Flushing, NY
June 13, 2022

For Plaintiff
TROY LAW, PLLC

For Defendants
LAW OFFICES OF JIN HUANG

/s/ Aaron B. Schweitzer
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Suite 103

/s/ Jin Huang
Jin Huang
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(718) 762-1324

Flushing, NY 11354
(718) 321-2555

Dated: New York, NY
June 13, 2022

Memo Endorsed: The Clerk of Court is directed to docket this Pretrial Order, as well as Plaintiff's damages calculations appended to this Order.

SO ORDERED.

A handwritten signature in black ink, reading "Paul G. Gardephe". The signature is written in a cursive style with a large initial "P".

Paul G. Gardephe
United States District Judge
Dated: June 14, 2022

Case	Chen v. L & H Wine & Liquor, Inc., No. 19-cv-06115 (PGG), (S.D.N.Y.)							
Plaintiff	Chen, Jinxu							
Consent Filed	2019-06-30							
FLSA Limitations	2016-06-29							
NYLL Limitations	2013-06-29							
Days	Dates	Time In 1	Time Out 1	Time In 2	Time Out 2	Hours Worked	Spread of Time	Days Spread of Time > 10 Hours
Sun	2018-12-02					-	-	-
Mon	2018-12-03					-	-	-
Tue	2018-12-04	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2018-12-05	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2018-12-06	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2018-12-07	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2018-12-08					-	-	-
						44.00		4.00
Sun	2018-12-09	12.00			21.00	9.00	9.00	-
Mon	2018-12-10	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2018-12-11	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2018-12-12	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2018-12-13	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2018-12-14	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2018-12-15					-	-	-
						64.00		5.00
Sun	2018-12-16					-	-	-
Mon	2018-12-17	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2018-12-18	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2018-12-19	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2018-12-20	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2018-12-21	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2018-12-22	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2018-12-23					-	-	-
Mon	2018-12-24	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2018-12-25	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2018-12-26	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2018-12-27	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2018-12-28	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2018-12-29	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2018-12-30					-	-	-
Mon	2018-12-31	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-01-01	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-01-02	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-01-03	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-01-04	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-01-05	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-01-06					-	-	-
Mon	2019-01-07	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-01-08	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-01-09	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-01-10	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-01-11	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-01-12	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-01-13					-	-	-
Mon	2019-01-14	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-01-15	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-01-16	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-01-17	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-01-18	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-01-19	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-01-20					-	-	-
Mon	2019-01-21	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-01-22	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-01-23	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-01-24	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-01-25	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-01-26	9.50	13.50	17.00	24.00	11.00	14.50	1.00

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						<u>66.00</u>	<u>6.00</u>
Sun	2019-01-27					-	-
Mon	2019-01-28	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-01-29	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-01-30	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-01-31	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-02-01	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-02-02	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-02-03					-	-
Mon	2019-02-04	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-02-05	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-02-06	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-02-07	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-02-08	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-02-09	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-02-10					-	-
Mon	2019-02-11	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-02-12	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-02-13	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-02-14	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-02-15	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-02-16	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-02-17					-	-
Mon	2019-02-18	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-02-19	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-02-20	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-02-21	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-02-22	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-02-23	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-02-24					-	-
Mon	2019-02-25	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-02-26	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-02-27	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-02-28	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-03-01	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-03-02	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-03-03					-	-
Mon	2019-03-04	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-03-05	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-03-06	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-03-07	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-03-08	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-03-09	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-03-10					-	-
Mon	2019-03-11	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-03-12	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-03-13	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-03-14	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-03-15	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-03-16	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-03-17					-	-
Mon	2019-03-18	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-03-19	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-03-20	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-03-21	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-03-22	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-03-23	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-03-24					-	-
Mon	2019-03-25	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-03-26	9.50	13.50	17.00	24.00	11.00	14.50
Wed	2019-03-27	9.50	13.50	17.00	24.00	11.00	14.50
Thu	2019-03-28	9.50	13.50	17.00	24.00	11.00	14.50
Fri	2019-03-29	9.50	13.50	17.00	24.00	11.00	14.50
Sat	2019-03-30	9.50	13.50	17.00	24.00	<u>11.00</u>	<u>14.50</u>
						<u>66.00</u>	<u>6.00</u>
Sun	2019-03-31					-	-
Mon	2019-04-01	9.50	13.50	17.00	24.00	11.00	14.50
Tue	2019-04-02	9.50	13.50	17.00	24.00	11.00	14.50

Wed	2019-04-03	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-04-04	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-04-05	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-04-06	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-04-07					-	-	-
Mon	2019-04-08	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-04-09	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-04-10	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-04-11	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-04-12	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-04-13	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-04-14					-	-	-
Mon	2019-04-15	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-04-16	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-04-17	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-04-18	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-04-19	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-04-20	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-04-21					-	-	-
Mon	2019-04-22	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-04-23	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-04-24	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-04-25	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-04-26	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-04-27	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-04-28					-	-	-
Mon	2019-04-29	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-04-30	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-05-01	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-05-02	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-05-03	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-05-04	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-05-05					-	-	-
Mon	2019-05-06	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-05-07	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-05-08	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-05-09	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-05-10	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-05-11	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-05-12					-	-	-
Mon	2019-05-13	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-05-14	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-05-15	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-05-16	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-05-17	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-05-18	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-05-19					-	-	-
Mon	2019-05-20	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-05-21	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-05-22	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-05-23	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-05-24	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-05-25	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-05-26					-	-	-
Mon	2019-05-27	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-05-28	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-05-29	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-05-30	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-05-31	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-06-01	9.50	13.50	17.00	24.00	11.00	14.50	1.00
						66.00		6.00
Sun	2019-06-02					-	-	-
Mon	2019-06-03	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Tue	2019-06-04	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Wed	2019-06-05	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Thu	2019-06-06	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Fri	2019-06-07	9.50	13.50	17.00	24.00	11.00	14.50	1.00
Sat	2019-06-08	9.50	13.50	17.00	24.00	11.00	14.50	1.00

Sun	2019-06-09				66.00			6.00																			
Mon	2019-06-10				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Tue	2019-06-11				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Wed	2019-06-12				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Thu	2019-06-13				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Fri	2019-06-14				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Sat	2019-06-15				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
				66.00			6.00																				
Sun	2019-06-16				-			-			-																
Mon	2019-06-17				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Tue	2019-06-18				9.50	13.50	17.00	24.00	11.00	14.50	1.00																
Wed	2019-06-19				-			-			-																
Thu	2019-06-20				-			-			-																
Fri	2019-06-21				-			-			-																
Sat	2019-06-22				-			-			-																
				22.00			2.00																				
										Fair Labor Standards Act ("FLSA") (29 U.S.C. § 201 <i>et seq.</i>)						Minimum Wage Act ("MWA") (N.Y. Lab. L. §§ 650 <i>et seq.</i>)											
Period		Days / Week	Hours / Week	Days / Week Spread of Time > 10 Hours	Monthly Salary	Monthly Lodging Cost	Total Monthly Pay	Weekly Rate	Regular Hourly Wage	Weeks / Period	Minimum Hourly Wage	Minimum Wage Shortfall / Week	Overtime Shortfall / Week	Total Shortfall / Week	Total Shortfall / Period	Liquidated Damages / Period	Minimum Hourly Wage	Minimum Wage Shortfall / Week	Overtime Shortfall / Week	Spread of Time Shortfall / Week	Total Shortfall / Week	Unpaid Wage / Period	Total Shortfall / Period	Liquidated Damages / Period			
2018-12-02	2018-12-08	4	44.00	4	\$ 2,800.00	\$1,800.00	\$4,600.00	\$1,061.54	\$26.54	1.00	\$ 7.25	\$ -	\$ 159.23	\$ 159.23	\$ 159.23	\$ 159.23	\$ 12.00	\$ -	\$ 159.23	\$ 12.00	\$ 171.23	\$ 171.23	\$ 171.23				
2018-12-09	2018-12-15	6	64.00	5	\$ 2,800.00	\$1,800.00	\$4,600.00	\$1,061.54	\$26.54	1.00	\$ 7.25	\$ -	\$ 955.38	\$ 955.38	\$ 955.38	\$ 955.38	\$ 12.00	\$ -	\$ 955.38	\$ 12.00	\$ 967.38	\$ 967.38	\$ 967.38				
2018-12-16	2018-12-30	6	66.00	6	\$ 2,800.00	\$1,800.00	\$4,600.00	\$1,061.54	\$26.54	2.14	\$ 7.25	\$ -	\$ 1,035.00	\$ 1,035.00	\$ 2,217.86	\$ 2,217.86	\$ 12.00	\$ -	\$ 1,035.00	\$ 12.00	\$ 1,047.00	\$ 2,243.57	\$ 2,243.57				
2018-12-31	2019-01-03	6	66.00	6	\$ 2,800.00	\$1,800.00	\$4,600.00	\$1,061.54	\$26.54	0.57	\$ 7.25	\$ -	\$ 1,035.00	\$ 1,035.00	\$ 591.43	\$ 591.43	\$ 13.50	\$ -	\$ 1,035.00	\$ 13.50	\$ 1,048.50	\$ 599.14	\$ 599.14				
2019-01-04	2019-06-03	6	66.00	6	\$ 3,000.00	\$1,800.00	\$4,800.00	\$1,107.69	\$27.69	21.57	\$ 7.25	\$ -	\$ 1,080.00	\$ 1,080.00	\$23,297.14	\$23,297.14	\$ 13.50	\$ -	\$ 1,080.00	\$ 13.50	\$ 1,093.50	\$ 23,588.36	\$ 23,588.36				
2019-06-04	2019-06-15	6	66.00	6	\$ 3,100.00	\$1,800.00	\$4,900.00	\$1,130.77	\$28.27	1.71	\$ 7.25	\$ -	\$ 1,102.50	\$ 1,102.50	\$ 1,890.00	\$ 1,890.00	\$ 13.50	\$ -	\$ 1,102.50	\$ 13.50	\$ 1,116.00	\$ 3,100.00	\$ 5,013.14				
2019-06-16	2019-06-22	2	22.00	2	\$ 3,100.00	\$1,800.00	\$4,900.00	\$1,130.77	\$51.40	1.00	\$ 7.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.50	\$ -	\$ -	\$ 13.50	\$ 3,100.00	\$ 3,113.50	\$ 3,113.50				
																\$29,111.04	\$29,111.04					\$35,696.33	\$35,696.33				
Period										Days / Period	Weeks / Period	Years / Period	Wage Theft Prevention Act ("WTPA") (N.Y. Lab. L. §§ 190 <i>et seq.</i>)														
													Wage Notice Damages				Wage Statements Damages				Prejudgment Interest						
2018-12-02	2019-03-12									101	14.43	0.28															
2019-03-13	2019-06-22									102	14.57	0.28															
2019-06-23	2022-06-13									1,087	155.29	2.99															
TOTAL (MWA Damages + Liquidated Damages + Prejudgment Interest + WTPA Wage Notice Damages + Wage Statements Damages)																							\$	91,886.79			